

Monroe Co.

UAW #74 (Sheriff)

7/1/2005 6/30/2008

Shirley

INDEX

| | | |
|------------|-----------------------------------|---------|
| ARTICLE 1 | Recognition..... | Page 3 |
| ARTICLE 2 | General Conditions..... | Page 3 |
| ARTICLE 3 | Nondiscrimination..... | Page 4 |
| ARTICLE 4 | Disciplinary Action..... | Page 4 |
| ARTICLE 5 | Union Bulletin Boards..... | Page 5 |
| ARTICLE 6 | Leaves of Absence..... | Page 5 |
| ARTICLE 7 | Paid Leaves..... | Page 7 |
| ARTICLE 8 | Health & Safety..... | Page 8 |
| ARTICLE 9 | Strikes & Lockouts..... | Page 9 |
| ARTICLE 10 | Union Representation..... | Page 9 |
| ARTICLE 11 | Grievance Procedure..... | Page 10 |
| ARTICLE 12 | Union Security & Checkoff..... | Page 11 |
| ARTICLE 13 | Seniority..... | Page 12 |
| ARTICLE 14 | Vacation Plan..... | Page 14 |
| ARTICLE 15 | Hours of Work..... | Page 15 |
| ARTICLE 16 | Overtime & Compensatory Time..... | Page 16 |
| ARTICLE 17 | Holidays..... | Page 17 |
| ARTICLE 18 | Clothing & Equipment..... | Page 18 |
| ARTICLE 19 | Training Courses..... | Page 18 |
| ARTICLE 20 | Insurance..... | Page 18 |
| ARTICLE 21 | Wages..... | Page 19 |
| ARTICLE 22 | Pensions..... | Page 20 |
| ARTICLE 23 | Savings Clause..... | Page 19 |
| ARTICLE 24 | Duration of Agreement..... | Page 20 |
| | Signatures..... | Page 20 |

Monroe County
 Sheriff Union Contract
 7-1-05 to 6-30-2008

FILED

JAN 14 2005

JEANNIE BETTIS
 MONROE COUNTY AUDITOR

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the MONROE COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as the Employer, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW) and its LOCAL 74, hereinafter referred to as the Union, on behalf of the employees in the bargaining unit recognized and referred to in Article 1 of the Agreement.

ARTICLE 1 RECOGNITION

Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act of the State of Iowa, hereinafter referred to as the "Act", and in recognition of the Public Employment Relations Board's certification (Case No. 2923 and Case No. 6250) of said United Automobile, Aerospace and Agricultural Implement Workers of America, the Employer does hereby recognize the Union as the exclusive representative of all the full and part-time Sheriff's Deputies, Communication Operators, Jailers, and Office Clerks, employed in Monroe County, Iowa, but excluding the Supervisor, all other County employees, including the Chief Deputy, and those excluded by Section 4 of the Act, for the purpose of collective bargaining with respect to wages, hours of employment or other conditions of employment.

ARTICLE 2 GENERAL CONDITIONS

- Section 1. Paychecks shall be distributed to employees every two-weeks.
- Section 2. As it is necessary for the administration of the terms of this Agreement, it is the obligation of every employee to keep the Employer advised of his/her current address and telephone number.
- Section 3. Whenever a reference to male gender appears in this Agreement, it is understood that such language is nonrestrictive and is intended to include females.
- Section 4. In the event any of the provisions of this Agreement are or become invalid or unenforceable by reason of federal or state law now existing or hereafter enacted, such invalidity shall not affect remaining provisions.
- Section 5. Employer shall keep a central file on each employee. Upon written request of any employee, they shall be permitted to inspect their personnel file. The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain copies of any information

contained therein, with reasonable payment for the cost of copying.

ARTICLE 3 NONDISCRIMINATION

The general purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interests of the Employer, its employees, and the Union.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing, and the Union's success in rendering, proper service to the public.

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 4 DISCIPLINARY ACTION

Section 1. The Employer shall not exercise its right to discipline by reprimand, suspension, or discharge any employee except for good and just cause. Constructive criticism shall not be considered as a reprimand.

Section 2. (a) Both parties of this Agreement recognize that certain rules and policies must be observed by all employees. Such written rules and policies shall be posted on the bulletin board and will be provided to all employees in the bargaining unit. Any violations of the rules and policies shall be sufficient cause for disciplinary action.

(b) 1. Should the Sheriff decide to discipline an employee, the following progressive disciplinary action shall normally apply for minor violations:

- 1st offense: Oral reprimand or warning
- 2nd offense: Oral reprimand or warning
- 3rd offense: Suspension from one (1) to not more than three (3) days without pay may be levied.
- 4th offense: Suspension up to thirty (30) days without pay.
- 5th offense: Any discipline may include discharge.

(b) 2. In the event an employee commits a major violation of rules and policies, the Sheriff may take whatever appropriate disciplinary action he deems appropriate.

- (c) No employee shall be summoned before a superior officer for disciplinary action without having a Union Steward present if requested by the employee.
- (d) Whenever a written notation of a verbal reprimand or a written reprimand is recorded in the employees personnel file, the member shall have the right to sign such entry prior to its introduction into his/her file. The member and his/her Union representative shall be furnished a copy of any new entry. A refusal to sign the entry shall not preclude its entry into the personnel file, and any refusal to sign shall be noted in the written documentation.
- (e) The Steward and President of the Union shall have the right to be present and to represent the member at all levels of disciplinary proceedings.
- (f) Any member of the Union shall have the right to challenge the propriety of disciplinary action through the regular grievance procedure.
- (g) Any disciplinary matters shall be removed from the employee's personnel file upon completion of twelve (12) months satisfactory service without reprimand from the date of the disciplinary matter and shall not be used for further discipline under Section 2 (b)(1).
- (h) Records of disciplinary or other action under Section 2 (b)(2) may be removed from the employee's file at the discretion of the Sheriff.

ARTICLE 5 UNION BULLETIN BOARDS

The Employer will provide bulletin boards for the exclusive use of the Union, and shall be limited to the following notices of bona fide Union business:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union appointments.
4. Union elections.
5. The results of Union elections.
6. Reports of standing Union Committees.

Notices and announcements shall not contain anything of a political or advertising nature.

ARTICLE 6 LEAVES OF ABSENCE

Section 1. Personal Business

- (a) An employee that has completed his/her probationary period may be granted a leave of absence without pay and benefits for brief periods to take care of personal business, when arrangements are made in advance. The employee shall retain and accumulate seniority and shall be returned to the job last held, provided the seniority provisions so permit and provided that he/she returns to active duty at the expiration of such leave. Leaves of absence shall not exceed thirty (30) days in any twelve (12) month period. Extended leaves of absence not to exceed a total of ninety (90) days may be approved by the Sheriff and the Board of Supervisors.
- (b) Requests for such leave shall be submitted in writing to the Sheriff stating the reason the leave of absence is requested and the length of time off the employee desires. If approved by the Employer, a copy of the leave shall be furnished to the employee and the Union.
- (c) Any requests for a leave of absence shall be answered within five (5) days.

Section 2. Union Business

- (a) When the Union (President or Secretary) requests permission for an employee to be absent from active employment for more than three (3) days for Union business, the Employer will grant a leave of absence without pay. This permission shall extend to not more than one (1) employee and shall not exceed a total of fifteen (15) working days per year. In such special cases, the employee shall retain and accumulate seniority and shall be returned to the job held, provided the seniority provisions so permit and provided that he/she returns to active employment at the expiration of such leave.
- (b) Upon request by the Union (President or Secretary), permission to be absent from active employment will be granted to employees selected as delegates to the Independent Parts Supplier conferences, or as members of the Local Union election committee, or as Union negotiators in any contract negotiations with the Employer, or as Local Union representatives engaged in preparatory work for Step 3 and arbitration of the Grievance Procedure, or to Executive Board members of the Local Union to attend meetings away from their jobs. Such time off shall be charged against the time allowed under (a) above.
- (c) Any request to be absent or on leave as provided by this Section should be submitted to the Employer as far in advance as is reasonable possible.

Section 3. Military Service.

None of the provisions of this Agreement shall be permitted to conflict with any obligations of the Employer under any Selective Service Act, and amendments thereto, for any of its employees who have been inducted or enlisted in any of the services covered by

such acts and amendments thereto.

ARTICLE 7
PAID LEAVES

Section 1. Sick Leaves

- (a) All full-time members of this bargaining unit shall earn one and one-half (1-1/2) days of sick leave per month with no accumulation allowed beyond one hundred twenty (120) days. After an employee reaches one hundred twenty (120) days of accumulated sick leave, an employee may convert further earned sick leave into vacation at a ratio of one and one-half days (1 1/2) of sick leave to one-half (1/2) day of vacation.
- (b) Sick leave shall be granted under the following circumstances:
 - 1. Physical incapacity not incurred in the line of duty;
 - 2. Personal illness, including medical, dental or optical appointments during working hours;
 - 3. Serious illness of an emergency nature of the immediate family (spouse, child, parent).
- (c) Sick leave shall be chargeable only when used on regular workdays.
- (d) Request for sick leave should normally be made before an employee is regularly scheduled to report for duty.
- (e) The Sheriff has the right to verify the reported sickness of any employee and shall require a doctor's certificate for absence due to illness or injury of more than three (3) days.
- (f) Sick leave pay will be computed at the employee's straight time rate of pay effective at the time of the absence.
- (g) Employees will be paid upon retirement or death. Unused sick leave based on the following formula: one (1) hour pay will accrue for every month in which the employee actually worked the entire month and without using any paid sick leave, not to exceed \$1,000. Payment based on highest average pay of his/her regular wage rate at the time of his/her retirement or death for each full day of unused sick leave credit the employee has earned.
- (h) The employee shall retain and accumulate seniority and shall be returned to the job last held, provided the seniority provisions so permit and provided that he/she returns to active duty at the expiration of such leave. Physician's release must be presented stating that employee is capable of safely performing his/her duties.

Section 2. Bereavement Pay.

When death occurs in a full-time employee's immediate family, i.e., spouse, child, parents, brother, sister, in-laws, and grandparents, the employee, on request, will be excused and paid at his/her regular rate of pay for the normal scheduled workdays (as set out below) following the death with proper notice to the Employer. The following normal days of work apply to the foregoing:

Three (3) days - spouse, child, stepchild, parent, parent-in-law, brother, sister, grandchildren, grandparents, sister-in-law, brother-in-law

One (1) day - son-in-law, daughter-in-law, grandparent-in-law, or if an employee serves as a pallbearer or as a member of a military honor guard.

Personal holidays or vacation time may be used if additional time is required and approved by the Sheriff. When death occurs in a part-time employee's immediate family as defined above, the employee, on request, will be provided unpaid leave as set out for full-time employees.

Section 3. Jury Service.

A full-time employee who is called for jury service shall be excused from work for the days on which the employee serves and shall receive the difference between his/her regular pay and that paid for jury service. The employee shall present proof of service and the amount of pay received thereto.

Section 4. Personal Days.

Full-time employees may use up to three sick leave days per year as personal days with twenty-four hour notice to the employer. Employees shall not use less than one day at a time for this purpose. Personal days must be used before July 1st of the following year.

Section 5. Family and Medical Leave Act.

The parties agree to comply with the provisions of the Family and Medical Leave Act.

**ARTICLE 8
HEALTH AND SAFETY**

Section 1.

The Employer shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect the employees (including bullet-proof vests and cages for patrol cars) from injury or illness in conformance with the statutory requirements.

Section 2.

- (a) In the event an employee claims the equipment furnished by the Employer is unsafe for use in the performance of his/her assigned duties, the employee shall be required to report the alleged equipment defect to immediate

attention of the Sheriff.

- (b) If the report complaint is not satisfactorily resolved by the Sheriff, the employee may exercise his/her right to direct recourse to the grievance procedure as provided by this Agreement.

Section 3.

A Safety Committee comprised of one (1) Union Steward and the Sheriff shall be established for the purpose of conducting regular monthly meetings in order to discuss and recommend safety procedures.

Section 4.

All grievances and disagreements relating to this Article shall be instituted at Step 3 of the grievance procedure.

**ARTICLE 9
STRIKES AND LOCKOUTS**

Section 1.

Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes by public employees are illegal, and refusal to provide full and complete services to the public is not in the best interests of the public or the County, it is agreed that there shall be no strikes, slowdowns, tie-up of bargaining unit, or any practice other than normal enforcement activities, for the purpose of influencing contract negotiations or grievance settlements, either individually or collectively. Employees in violation of this Section shall be subject to discipline, up to and including discharge, as provided in Article 4, Section 2(b) (2) of this Agreement.

Section 2.

The Employer agrees not to engage in any lockout activity of the employees in the bargaining unit during the term of this Agreement.

**ARTICLE 10
UNION REPRESENTATION**

Section 1. Union Stewards.

In the administration of the Agreement, the Union shall be represented by a Steward selected by the Union, the President of the Local Union, and the International Union Representative.

Section 2.

The Union will notify the Employer in writing, the names of the Union's elected officers and steward(s).

Section 3.

The Steward will be permitted to leave his/her work assignment when he/she notifies his/her supervisor that he/she has been summoned for the purpose of handling a complaint or alleged violation of the contract. Any employee so leaving his/her work shall record his/her time of leaving and returning to work on appropriate time cards and shall not leave his/her work until the Sheriff has had reasonable time to provide a replacement, if

necessary, and subject to overriding work considerations.

Section 4.

The Steward shall be compensated for necessary times in adjusting grievances during regular working hours, including arbitration; provided, however, such Steward shall give the Employer an accurate account of time lost in adjusting grievances. No compensation shall be allowed for such activities conducted on employee's time off.

Section 5.

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost.

**ARTICLE 11
GRIEVANCE PROCEDURE**

Section 1. Scope.

All matters of dispute that may arise between the Employer and an employee or employees regarding a violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Section 2. Step 1.

The aggrieved employee shall first discuss the complaint with the Sheriff. If the complaint is not resolved in this manner, the employee may request to have his/her Steward present. The employee and/or the Steward shall discuss the complaint with the Sheriff, and if it is not resolved in this manner, the grievance shall then be reduced to writing on a grievance form and presented as a Step 2 grievance. To be subject for further consideration, this grievance form must be presented to the Sheriff within five (5) regular working days from the date of the last conference. The grievance must set out the alleged contract violations, the contract provisions violated, and the specific relief sought thereunder.

Section 3. Step 2.

After receipt of the written grievance, the Sheriff shall return a written answer to the aggrieved, the Steward and the President within five (5) regular working days.

If the Union is dissatisfied with the Employer's answer to Step 2, then the Steward may appeal the grievance to Step 3 within five (5) regular working days from the date of the Employer's answer. This appeal shall be submitted to the Chairman of the Board of Supervisors.

Section 4. Step 3.

After receipt of the Step 3 appeal, the Chairman of the Board of Supervisors and the International Union Representative will set up a Step 3 grievance meeting for the purpose of resolving the grievance. This meeting will be held within ten (10) days (or within a mutually extended period of time) from the date of appeal by the Union. The normal complement of the Step 3 meeting will be

a follows:

For the Union:

- 1) Steward
- 2) President
- 3) International Union Representative

For the Employer:

- 1) Sheriff or his designee
- 2) A Member of the Board of Supervisors

Step 3 must be conducted under rules as set forth in Chapter 21 of the Code of Iowa pertaining to the open meetings laws, when applicable. Within five (5) days following the Step 3 meeting, the Employer will give its answer to the grievance(s) in writing to the Union.

Section 5. Arbitration.

- (a) Should the Union be dissatisfied with the Employer's Step 3 grievance answer, the Union may appeal the grievance to arbitration, provided such appeal is made within thirty (30) days following receipt of the Employer's answer in Step 3. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected.
- (b) The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from, or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa.
- (c) The arbitrator's fee and expense shall be shared equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses as well as paying for necessary transcripts of the proceedings if desired.
- (d) The failure of the employee or Union to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. Failure of the Employer to answer the grievance within the specified time limits shall constitute a settlement in favor of the Union's request of the grievance.

**ARTICLE 12
UNION SECURITY AND CHECKOFF**

Section 1.

The County agrees to deduct Union membership dues and initiation fees uniformly required as a condition of membership in the International Union and Local Union from the first pay period each month. Any employee who did not receive a check the first pay

period of the month shall have the dues deducted from a subsequent pay period of the month. These deductions will be made from the pay of each employee who voluntarily executes or has executed an "Authorization for Checkoff of Dues" form, as prescribed by law.

The Employee agrees to remit that amount so deducted along with a list of employees for whom deductions have been made and the amounts of such deductions once each month to the Financial Secretary of the Local Union by the 15th day of each month.

The Employer will notify the Union with thirty (30) days of all cancellations and the reason each employee ceased to be subject to such checkoff.

The Union shall deliver to the Employer within thirty (30) days of initial receipt an executed Authorization of Checkoff of Dues forms under which Union dues are to be deducted.

Part-time employees paying union dues shall do so individually by a personal check sent by the employee to the union.

Section 2.

Any employee whose employment terminates or any employee who is transferred to a classification not in the bargaining unit shall cease to be subject to checkoff deductions beginning in the month immediately following the month in which such termination or transfer occurred or seniority was broken.

Section 3.

In cases where a deduction is made to the Union by the employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Union.

Section 4.

The Employer shall not be liable to the International or the Local by reason of the requirements of this Section of the Agreement for the remittance of payment of any sum other than that constituting actual deductions made from employee wages earned.

Section 5.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability in any manner arising out of or by reason of action taken by the Union or for the purpose of complying with any of the provisions of this Article.

Section 6.

In the case of employees rehired or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit who have previously properly executed Authorization for the Checkoff of Dues forms, deductions will be made for membership as provided herein.

ARTICLE 13 SENIORITY

Section 1. Definition

Seniority shall be bargaining unit-wide within the specific job classification and defined as the length of service in the Sheriff's department from the original date of hire. New employees

shall acquire seniority upon completion of their probationary period of six (6) months dating from the original date of hiring.

The Employer shall have no responsibility for the re-employment of laid off or discharged probationary employee.

Section 2. Same Day Seniority.

In the application of seniority under this Article, if bargaining unit seniority is equal, the first letter of the last name (in alphabetical order) shall prevail. The employee's name at the time of hiring shall be the name used for alphabetical order purposes.

Section 3. Maintenance of Lists.

The Employer shall maintain up-to-date seniority lists and post a copy on the bulletin board(s). A copy will also be furnished to the President of the Local Union. The Employer will notify the Union, in writing, of any changes in, or additions to such seniority list quarterly and the Union will have two (2) working days to challenge said change or addition. No notice shall be required if there are no changes or additions.

Section 4. Layoff and Recall.

- (a) The word "layoff" means a reduction in force.
- (b) When layoffs occur, the following procedures will be applicable:
 - 1. Probationary employees shall be laid off first.
 - 2. Employees shall then be laid off in accordance with their seniority in their classification, beginning with the least senior of the employees.
 - 3. When increases in employment occur, senior employees, in a reduced status, shall be recalled first in order of their seniority in their classification, highest seniority first.

Section 5. Layoff Notice.

In the event of a layoff, employees shall be given three (3) days notice of layoff. An employee on layoff shall be given seven (7) days notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the Employee and shall be confirmed in writing by certified or registered mail to the address last provided the Employer by the employee. The Employer shall have no responsibility for the failure to notify any employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

Section 6. Loss of Seniority.

Any employee shall lose seniority and his/her name shall be immediately removed from the seniority list if the employee quits, is discharged, retires, is absent for three (3) consecutive working days without properly notifying the Employer, or the employee is laid off for a period of one (1) year.

Section 7. Seniority Outside Bargaining Unit.

Any employee who is hired or promoted to a position outside of the bargaining unit shall continue to accumulate seniority while outside the bargaining unit, except where the employee seeks and wins election to any County office. Communication Operators will carry original hire date for purposes of seniority.

Section 8. - Termination of Positions.

In the event an Employee leaves employment with said Department for whatever reason, and Employer determines that said position is no longer needed or required, or restructures the Department, the Employer has the discretion to fill or vacate said position.

ARTICLE 14
VACATION PLAN

Section 1.

Full-time employees shall be granted an annual paid vacation for the period as specified below upon satisfactory completion of the following requirements as of the anniversary date of hire.

| <u>Employment Requirements</u> | <u>Vacation Period</u> |
|--------------------------------------|------------------------|
| One (1) year - fourth (4th) year | Two (2) weeks |
| Fifth (5th) year - tenth (10th) year | Three (3) weeks |
| Eleventh (11th) year - and beyond | Four (4) weeks |

Section 2. Computation.

Vacation pay will be computed on the employee's regular time rate immediately preceding the employee's vacation period. Employees shall receive vacation pay prior to the start of their vacation period, provided vacation period is one (1) week or more. Partial vacation shall be included in employee's regular paycheck.

Section 3. Vacation Period.

- (a) Vacation must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the Sheriff.
- (b) All vacation requests must be approved by the Sheriff. In approving such schedules, the Sheriff must consider the needs of the County service and the seniority and wishes of the employee.

Section 4. Holiday with Vacation.

When one of the holidays set out in the Agreement falls during an employees' vacation, then the employee's vacation shall be extended by allowing one (1) additional day of vacation. This extra day of vacation shall be the next scheduled working day following the end of the employees vacation. It is understood and agreed that there is no additional vacation pay for the extra day of vacation and that the extra day of vacation is fully compensated for by the payment of holiday pay for the unworked holiday falling during his/her vacation.

Section 5.

Vacations may not be taken in periods of less than one day at a time.

Section 6.

An employee who is laid off, discharged, retired or separated from the service of Employer for any reason prior to taking his/her vacation shall be paid for the unused vacation he/she accumulated at the time of separation, subject to provisions of Section 3(a) in this Article.

ARTICLE 15
HOURS OF WORK

Section 1.

The purpose of this Article is not to be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours are made at the sole discretion of the Sheriff.

(a) Work schedules for Deputies and Communication Operators will be posted at least thirty (30) days in advance. The normal work day for Clerks shall be 8:00 a.m. to 4:00 p.m. with a one (1) hour unpaid lunch break, although a more flexible schedule may be reached at the mutual agreement of the Sheriff and Clerks.

(b) The workday for all employees except Clerks shall be twenty-four (24) consecutive hours from the time the employee normally or would normally begin his/her shift or the time the employee is required to report for work, whichever is earlier. The regular workday for full-time employees shall consist of eight (8) hours with a thirty (30) minute lunch break and two (2) fifteen (15) minute rest periods.

(c) The Sheriff will develop the schedule for all employees, except for an emergency situation, any changes in the hours of work will be presented to the effected employee at least 24 hours prior to the change. Work Schedules may be changed at any time for the purpose of avoiding overtime.

Section 2. Call-in Pay.

A deputy called in for duty outside of his/her regular shift hours shall be compensated at the overtime rate provided the call time does not overlap his/her regular shift.

Section 3. Choice of Shifts.

(a) The Sheriff shall have the authority to schedule any employee to work the shift that he feels the employee is best suited to work. The Sheriff shall have the authority to reassign employees as he feels is necessary to serve the operational needs of the department. The Sheriff will consider employees' seniority in their classification when assigning shifts.

(b) A full-time employee with seniority shall be granted the shift of his/her choice provided he/she has greater seniority than any other employee assigned to that shift. However, the Employer shall have the authority to schedule any employee to work a shift he feels the employee is best suited to work in order to fulfill the operational needs of the department. Provided however, such assignment shall continue for not less than five nor more than ten (10) days.

Section 4. Definition.

A full-time employee is defined as working at least an average of forty (40) hours per week in the preceding three (3) month time period, with the exception of the clerks.

ARTICLE 16
OVERTIME AND COMPENSATORY TIME

Section 1.

- (a) Employees shall be paid either in cash or compensatory time, at the discretion of the Sheriff, for all hours worked **over forty (40) hours per week**. Except in emergencies, all hours of overtime must have prior approval before being worked. The accumulated compensatory time shall not exceed seventy (70) hours. Any time over that will result in cash payment at the rate of one and one-half (1 1/2) times the employee's regular hourly rate with payment to be made in the pay period immediately following the period in which it was earned. When the employee has reached sixty (60) hours of accumulated time, the Sheriff shall notify the affected employee that they have fourteen (14) days in which to schedule at least eight (8) hours of time off. If the employee does not schedule that time off then the Sheriff can schedule up to eight (8) hours off for the employee.

During the first seven (7) months of the contract year an employee may retain up to forty-eight (48) hours of compensatory time. The last five (5) months of the contract year, February through June 30, the employees must take at least eight (8) hours of time off per month, unless the Sheriff and the employee have prearranged eight (8) hours or more in any or all of the remaining five (5) months. In any event, the employee must request the time off at least fourteen (14) days in advance, unless both parties mutually agreed otherwise.

Any accumulated compensatory time earned or remaining at the end of the last five (5) months of the contract year will be carried over to the following year, and the same schedule outlined above shall apply.

- (b) The employer will attempt to assign overtime on an equitable basis. An employee who declines overtime will be considered as having worked it for purposes of this subsection.

Section 2.

An employee subpoenaed for appearances in any case in which the County is a party, or where the employee's appearance is necessary because of his/her official duties, shall be paid as follows:

- (a) Straight time hourly rate of all hours worked during his/her scheduled work shift.
- (b) All hours worked his/her regular scheduled work shift shall be compensated at employee's straight time hourly rate of pay, with a minimum of two (2) hours.
- (c) All hours worked during his/her scheduled day(s) off shall be compensated for a minimum of two (2) hours and shall be compensated at straight time.

Section 3.

All overtime and off-duty time shall be paid during the pay period immediately following the pay period in which it is earned.

Section 4. Communication Operators/Clerks.

Overtime will be compensated at the rate of one and one-half (1 1/2) times their regular straight-time rate of pay for all hours worked in excess of **forty (40) hours in any one week.**

Section 5. Class Time

All hours for class time, for meetings, or training outside of Monroe County will be compensated. Travel time to and from the training site will not be compensated unless the travel time falls within the employees regular eight (8) hour period.

**ARTICLE 17
HOLIDAYS**

Section 1.

Holidays will be observed as provided in the County Holiday Schedule adopted by the Board of Supervisors each year for employees who work the Monday through Friday schedule as designated by the Sheriff. Actual holidays will be observed for all other Sheriff's Department employees, with all full-time employees granted eleven (11) paid holidays a year for each year of the contract. Those holidays shall be New Year's Day, President's Day, Easter, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day and Christmas Day. The intent of this Agreement is to ensure each full-time employee has 11 paid holidays.

Section 2. Eligibility for Holiday Pay.

All full-time employees will receive eight (8) hours holiday pay at their regular rate of pay provided the employee has worked the last scheduled workday before the holiday and the first workday after the holiday unless excused.

Section 3.

Employees who work on a holiday will receive the following compensation:

- (a) Full-time Employees will receive a total of two and one-half (2 1/2) times his/her hourly base pay.
- (b) Part-time Employees will receive a total of one and one-half (1 1/2) times his/her hourly base pay. Part-time employees will observe actual holidays so designated.

Section 4.

If a holiday falls on a full-time employee's regular scheduled day off, he/she shall receive a total of eight (8) hours times the employee's regular hourly base rate of pay.

**ARTICLE 18
CLOTHING AND EQUIPMENT**

Section 1.

It is the responsibility of Employer to supply any clothing or equipment which it requires employees to wear and use; however, Employer will allow a maximum clothing allowance of three hundred fifty dollars (\$350) per year. Employer will continue to provide clothing pursuant to Iowa Law. The Employer will allow a Thirty-five (\$35) dollar allowance for shoes for jailers each year after the jailer completes his/her probationary period. In the event an employee leaves employment within one (1) year of date of hire, the employee shall reimburse said employer for the cost of the clothing, including but not limited to bullet proof vests.

Section 2.

If clothing is damaged in the line of duty beyond usefulness, Employer agrees to replace said clothing at no cost to the employee.

**ARTICLE 19
TRAINING COURSES**

Union will support the Employer's efforts to adequately train employees and will offer constructive suggestions that it feels may improve training.

**ARTICLE 20
INSURANCE**

Section 1.

The Employer will provide each eligible regular full-time employee the cost of a group medical insurance program of the Employer's choice for the individual or for the cost of a family plan. The Employer will have the option of either purchasing or self-funding an insurance program of the Employer's choice. Employer shall have the right during the first year of this

contract to adjust once the deductibles, out-of-pocket expense and co-pay to the employee if the plan is recommended by the Insurance Committee and is approved by the Monroe County Board of Supervisors for the Courthouse employees as well as this union. A copy of the group plan will be provided to each employee. A basic medical insurance program will be provided, however, the Employer will no longer provide "TPA", which is funding back the deductible to the employee. Any changes in the current coverage will not be less than given other county employees. Any changes in the deductible will not be more than given other county employees.

Section 2.

Worker's Compensation coverage will be provided by the Employer.

Section 3.

Employer will provide a \$20,000 Life Insurance policy for all employees at no cost to employee.

Section 4.

Employer will pay the above cited insurance premiums should an employee be absent from work due to injury, illness, or maternity leave for a period of three (3) months. The following three (3) months of absence, employee will be required to pay one-half (1/2) of the premium and Employer will pay the other one-half (1/2) of the premium. After exhaustion of the first six (6) months of absence, if the employee is on an approved leave of absence, employee may pay his/her own premiums and remain in the insurance group up to one (1) year or according to federal law. Employees who retire before attaining age sixty-five (65) may continue participation in the group plan contract at the employee's own expense after the effective date of retirement until the employee attains sixty-five (65) years of age.

**ARTICLE 21
WAGES**

Wage increases will be provided as set out below.

Upon completion of the probationary period and/or all state required schools, the employee's rate of pay shall increase to one hundred percent (100%) of the maximum pay:

Compensation Schedule:

| <u>Classification</u> | <u>July 1, 2005</u> | <u>July 1, 2006</u> | <u>July 1, 2007</u> |
|--|---------------------|---------------------|---------------------|
| Deputy Sheriff: Certified College Degree, but not certified | \$ 15.42 | \$ 16.53 | \$ 17.63 |
| No college degree, not certified | \$ 14.21 | \$ 14.71 | \$ 15.21 |
| | \$ 13.29 | \$ 13.79 | \$ 14.29 |

Any Deputy may advance in the compensation schedule set forth above, or may be promoted by the Sheriff and receive an increase

in salary as set forth above.

| | | | |
|---------------------------|----------|----------|----------|
| Clerk: | \$ 14.06 | \$ 15.00 | \$ 15.50 |
| Communication Supervisor: | \$ 12.06 | \$ 12.31 | \$ 12.56 |
| Communication Operators: | \$ 11.50 | \$ 11.75 | \$ 12.00 |
| Jail Supervisor: | \$ 12.06 | \$ 12.31 | \$ 12.56 |

Part-time Employees:

| | | | |
|--------------------------|---------|---------|---------|
| Jailer in Training: | \$ 7.00 | \$ 7.00 | \$ 7.00 |
| Dispatcher in Training: | \$ 7.50 | \$ 7.50 | \$ 7.50 |
| Trained Dispatch/Jailer: | \$ 9.00 | \$ 9.00 | \$ 9.00 |

ARTICLE 22
PENSIONS

The Employer shall retain the current retirement provisions and contributions to the IPERS Pension Plan, as provided by law.

ARTICLE 23
SAVINGS CLAUSE

In the event any clause or provision of this Agreement is declared invalid by reason of existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, the remaining portions and provisions shall not be declared invalid and they shall remain in full force and effect.

ARTICLE 24
DURATION OF AGREEMENT

THIS AGREEMENT shall remain in effect for a period beginning July 1, 2005 and ending June 30, 2008.

MONROE COUNTY, IOWA

LOCAL UNION 74, UAW
INTERNATIONAL UNION

Paul V. Koffman
Board of Supervisors, Chairman

Thomas A. Long
International Representative

Michael R. Beary
Board of Supervisors

Richard Lee Bell
Employee Representative

[Signature]
Board of Supervisors

[Signature]
Employee Representative

D.W. Willeson Jr.
Regional Director UAW